

**LEASE/RENTAL AGREEMENT**

\_\_\_\_\_ (“Resident”), agrees to lease/rent from ANCHOR PACIFICA MANAGEMENT CO. (“Management”), Apartment No. \_\_\_\_\_ (“Apartment”) of \_\_\_\_\_ Apartment Community located at \_\_\_\_\_ California \_\_\_\_\_ (“Community”) upon the following terms and conditions:

1. **OFFER TO LEASE/RENT:** Management acknowledges receipt of the sums set forth below.

	Payable Prior to Occupancy	Received	Balance Due Prior to Occupancy
Apartment Rent for 1st Month	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

2. **TERM:** The initial term of this Agreement shall begin on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (the “Beginning Date”), and end on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

3. **RENT:** Rent is payable monthly in advance without demand at the rate of \$ \_\_\_\_\_ per month on the first day of each calendar month (“Due Date”) at the Resident Manager’s Office. No payments may be made in cash. Management may increase the monthly rent by giving Resident at least thirty (30) days prior written notice on a month-to-month agreement, whereupon Resident shall be liable for the increased rent unless Resident: (a) Terminates this Agreement by giving thirty (30) days written notice of intent to vacate to the Resident Manager, such termination date being effective prior to the effective date of the rent increase, (b) Vacates the Apartment before the effective date of the rent increase and (c) Pays all monies due through the effective date of termination. The foregoing shall not relieve Resident of his obligations and liability for damage to the Apartment or Apartment Community. Payment of rent shall be an independent covenant. All monies received from Resident shall be first applied to non-rent items and then to payment of rent. All prorations are based on a thirty (30) day month.

4. **LATE PAYMENTS AND RETURNED CHECKS:** Time is of the essence in this Agreement and if rent is not paid in full by five o’clock p.m. on the first day of each calendar month, or if Resident’s check is dishonored, Resident agrees to pay FIFTY AND 00/100 (\$50.00) DOLLARS DAMAGES FOR EACH LATE PAYMENT AND/OR AN ADDITIONAL SEVENTY-FIVE AND 00/100 (\$75.00) DOLLARS FOR EACH DISHONORED CHECK \_\_\_\_\_ (Initial) for additional bookkeeping costs and handling charges. The dishonored check must be replaced with a cashier’s check, certified check or money order. All late payment checks and charges and all future rent and charges, if more than one check is returned, shall be paid in the form of cashier’s check, certified check, or money order.

5. **SECURITY DEPOSIT:** The Security Deposit will be returned to Resident within twenty-one (21) days after Resident surrenders and vacates the Apartment if: (a) All obligations of Resident have been performed and (b) Apartment is not damaged and is left in its original condition, normal wear and tear excepted. The Apartment, including bathrooms and kitchen appliances, must be cleaned thoroughly. If Resident fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted. This includes charges for painting, beyond reasonable wear and tear, for example, excessive nail holes, smoke residue, custom colored walls, etc., cleaning carpets, furniture, walls, etc., which are soiled, plus any utility expenses incurred because of such cleaning. Retention of said deposit shall not prevent Management from recovering additional damages. RESIDENT AGREES NOT TO APPLY THE DEPOSIT TO ANY RENT PAYMENT. Resident acknowledges that he has been given a list of any existing damages to the Apartment, given the right to inspect the same, and has approved the list except as previously specified in writing to the Resident Manager within forty-eight (48) hours after receipt of the list. IF RESIDENT DOES NOT VACATE THE APARTMENT WITHIN FIVE (5) DAYS AFTER THE TERMINATION DATE, THEN THE DEPOSIT WILL BE FORFEITED AND RESIDENT SHALL OWE TRIPLE RENT FOR ANY HOLDOVER PERIOD BEYOND FIVE (5) DAYS, PLUS DAMAGES AND ATTORNEY’S FEES. Resident shall pay prorated market rent, per day, for up to five (5) days after termination date.

6. **HOLD HARMLESS:** Management shall not be liable for injury or damage on or about the Community except where such is due to Management’s gross negligence and/or intentional misconduct. RESIDENT SHALL BE RESPONSIBLE FOR OBTAINING FIRE, EXTENDED COVERAGE AND LIABILITY INSURANCE WITH RESPECT TO THE CONTENTS OF THE APARTMENT \_\_\_\_\_ (Initial).

7. **UTILITIES:** Management shall provide and pay the following utilities and services: Water and \_\_\_\_\_.

8. **PETS:** No animals or pets of any kind shall be permitted in the Apartment without prior written consent of Management.

9. **SECURITY:** RESIDENT HEREBY AGREES AND ACKNOWLEDGES THAT MANAGEMENT AND OWNER SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY TO RESIDENT OR THE COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE PUBLIC POLICE FORCE FOR SECURITY PROTECTION \_\_\_\_\_ (Initial). Resident agrees and acknowledges that protection against criminal action is not within the power of Management and Owner. Management and Owner shall not be liable for failure to provide adequate security or for criminal or wrongful actions by others against Resident, Resident’s relatives or Resident’s guests.

10. **TOXIC SUBSTANCE WARNING NOTICE:** This property contains chemical substances, which may include asbestos, known to the State of California to cause cancer, birth defects and other reproductive harm. These chemicals are present in some building materials and in some products and materials used for building maintenance and in smoke and emissions associated with resident and guest activities including, but not limited to, the use of tobacco products, BBQ’s and motor vehicles.

11. **MEGANS LAW:** Notice as required by Section 2079.10a of the California Civil Code: The California Department of Justice, sheriff’s departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a “900” telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the “900” telephone service.

12. **SPECIAL STIPULATIONS** (If any):

ANCHOR PACIFICA MANAGEMENT CO. \_\_\_\_\_ Dated \_\_\_\_\_

RESIDENT(S): \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

(Resident Manager)

13. **RENEWAL TERM:** EITHER PARTY MAY TERMINATE THIS AGREEMENT AT THE END OF THE INITIAL TERM BY GIVING THE OTHER PARTY AT LEAST THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE END OF THE TERM, BUT IF NO NOTICE IS GIVEN, THEN THE AGREEMENT WILL BE EXTENDED ON A MONTH-TO-MONTH BASIS ON THE SAME TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. AT LEAST THIRTY (30) DAYS WRITTEN NOTICE BY EITHER PARTY IS REQUIRED PRIOR TO TERMINATION DURING SUCH MONTH-TO-MONTH TERM. IF RESIDENT DOES NOT GIVE THE MINIMUM THIRTY (30) DAYS MOVE-OUT-NOTICE REQUIRED ABOVE, THEN RESIDENT SHALL FORFEIT THE SECURITY DEPOSIT AND BE LIABLE FOR FUTURE RENTALS AND ALL OTHER DAMAGES AND CHARGES.
14. **EARLY TERMINATION:** Resident may terminate this Agreement as of the last day of a calendar month before the expiration of the initial term by: (a) Giving Management at least thirty (30) days prior written notice; plus (b) Paying all monies due through date of termination; plus (c) Paying the lesser of the balance due under this Agreement or the rent lost prior to occupancy of the Apartment by a new tenant, as liquidated damages. Management shall use its best effort to re-lease the Apartment as soon as possible. The foregoing shall not relieve Resident of his obligations and liability for damage to the Apartment or Apartment Community.
15. **SUBLET:** Resident may not sublet the Apartment or assign this Agreement.
16. **POSSESSION:** If there is a delay in delivery of possession, rent shall be abated on a daily basis. If possession is not granted within thirty (30) days after the Beginning Date, then Resident may cancel this Agreement by written notice and have full refund of any monies paid Management. Management shall not be liable for damages caused by the delay in possession.
17. **DESTRUCTION:** If the Apartment is made uninhabitable for ten (10) days by fire or other casualty not the fault of the Resident, then Resident may terminate this Agreement. If the Apartment Community is taken by or conveyed to a governmental authority in whole or in part, or is destroyed by any cause, in whole or in part, Management or Resident may, at its option, terminate this Agreement. Resident hereby releases to Management all rights to any compensation paid by a governmental authority. If this Agreement is terminated as provided in this Paragraph 17, Management shall refund the pro-rata portion of rent paid by Resident for the remainder of the month.
18. **RIGHT OF ACCESS:** Management may enter the Apartment between 9:00 a.m. and 5:00 p.m. for repairs. Management may enter the apartment with twenty-four (24) hours notice to display to prospective tenants or for inspection. Management may enter at any time to protect life and prevent damage to property.
19. **USE:** The Apartment shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to rent. The Apartment or Apartment Community shall not be used in violation of any applicable laws or ordinances nor so as to interfere with other residents' quiet enjoyment.
20. **INDEMNIFICATION:** Resident releases Management from liability for and agrees to indemnify Management against all losses incurred by Management as a result of: (a) Resident's failure to comply with this Agreement; (b) Any damage or injury happening in or about the Apartment to Resident's invitees or licensees or such person's property, unless such damage for injury is caused by Management's gross negligence, willful act, or failure to act; (c) Damage or loss in or about the Apartment or Apartment Community directly caused by Resident's family, invitees or licensees, (d) Resident's failure to comply with any requirements imposed by any governmental authority with respect to use of the Apartment; or (e) Any judgment, lien or other encumbrance filed against Apartment as a result of Resident's action.
21. **NON-WAIVER:** Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Management's right to act on any subsequent violation.
22. **REMEDIES CUMULATIVE:** All remedies under this Agreement or by law or equity shall be cumulative.
23. **ATTORNEY'S FEES:** If Management or Resident institutes and prevails in a legal action against the other party under this Agreement, the non-prevailing party shall pay the prevailing party reasonable attorney's fees in addition to court and other costs. All amounts due Management or Resident in any lawsuit judgment shall bear ten (10%) percent interest from due date.
24. **NOTICES:** All notices shall be in writing and given personally, or mailed and attached to Resident's Apartment door.
25. **REPAIRS:** Resident agrees to keep and, at the end of the term, return the Apartment and fixtures therein in a clean, sanitary, undamaged condition, reasonable wear and tear excepted. Management will make repairs to the Apartment with reasonable promptness after receipt of written notice, which Resident agrees to give. If any damage beyond normal wear and tear is caused by Resident or his family or guests, Resident agrees to pay Management the reasonable cost of repair within five (5) days of demand. Resident may not alter, paint, paper, redecorate or structurally change the Apartment, remove any fixtures therefrom nor install or change any locks without the prior written approval of Management.
26. **ABANDONMENT AND LANDLORD LIEN:** Resident shall not abandon the Apartment. The Apartment shall be deemed abandoned if Resident is absent from the Apartment for more than fourteen (14) consecutive days while rent is delinquent. If Resident's personal property remains in the Apartment after termination or expiration of this Agreement or abandonment of the Apartment, Management may, without notice, enter the Apartment and store, sell, or dispose of same in accordance with applicable statutes and relet the Apartment. Management shall receive reasonable compensation for packing, removing and storing the seized abandoned property.
27. **SUBORDINATION:** Resident's rights under this Agreement shall at all times be junior and subject to any deed of trust or mortgage which is now or is later placed on the premises of which the Apartment is a part; and if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph. Notwithstanding such subordination, Resident's right to quiet possession of Apartment shall not be disturbed if Resident is not in default and so long as Resident shall pay the rent and observe and perform all other provisions of this Agreement, unless the Agreement is otherwise terminated pursuant to its terms.
28. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this Agreement by Resident or any materially untrue or misleading information in Resident's application to rent shall give Management the right to terminate Resident's right to possession of the Apartment by giving Resident three (3) days written notice and sue for possession, damages, and past due and future rent. MANAGEMENT IS NOT OBLIGATED TO CONTINUE FURNISHING AND PAYING FOR UTILITIES, IF ANY, IF RENT IS DELINQUENT. Resident shall remain liable for all rent that accrues until the end of the Lease Term or until Management re-lets the apartment, whichever comes first.
29. **SEVERABILITY:** If any provision of this Agreement is invalid under applicable law, such provision shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Agreement.
30. **RULES AND REGULATIONS:** Resident, his family and guests shall comply with all governmental laws and regulations with respect to the use of the Apartment and all rules and regulations issued by Management which may be changed during the term of this Agreement, provided Resident is given a copy of such Management rules and regulations.
31. **QUIET ENJOYMENT:** Upon Resident paying the rent for the Apartment and observing and performing all of the covenants, conditions and provisions on Resident's part to be observed and performed hereunder, Resident shall have quiet possession of the Apartment for the entire term hereof subject to all of the provisions of this Agreement.
32. **WARRANTY:** The individual executing this Agreement on behalf of Management represents and warrants to Resident that he is fully authorized and legally capable of executing this Agreement on behalf of Management and Owner and that such execution is binding upon all parties holding an ownership interest in the Apartment.
33. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties.